

Exhibit I
Standard Terms and Conditions

1. Contractor, in consideration for the acceptance of its proposal and/or bid and the award of the contract thereunder and the payment hereinafter to be made, covenants, proposes, and agrees with County to furnish and deliver the labor, supplies, materials and equipment and to do and perform services, labor, and work as more particularly set forth and specified in all items of the general specifications and/or instructions to bidders and bid of the contractor and all in strict accordance therewith.
2. Contractor covenants and agrees to assume, and does hereby assume, all liability for and shall and does agree to indemnify, save harmless and defend County and its officials, officers, agents and employees against any and all loss, costs, suits, claims, charges, or damages of any kind and nature by any party arising from (i) injuries sustained by mechanics, laborers, workmen or by any person or persons whatsoever, to their person or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages, or injuries, torts or trespasses happening in and about, or in any way incident to or by reason of the furnishing and delivery of the said materials, supplies, services and equipment or the performance of the said work and labor or (ii) negligent acts or omissions of Contractor or its employees, agents or subcontractors, including, in each case, costs, counsel fees and all expenses of a defense, and shall defend any and all actions brought against the County based upon any such claims or demands.
3. Contractor agrees that neither Contractor nor any permitted subcontractor nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under this Contract.
4. Contractor agrees to comply with the insurance provision set forth in Part III of the RFP.
5. The Agreement shall be binding upon the successors and permitted assigns of the parties hereto. Contractor covenants and agrees not to assign, transfer or subcontract this Contract without first obtaining the prior written consent of the County, and any attempted assignment, transfer or subcontract to which the County does not consent shall be null and void.
6. Contractor certifies, for itself and all its permitted subcontractors, that as of the date of its execution of this the Agreement, that neither Contractor, nor any subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. Contractor also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations. A current list of suspended and debarred entities can be obtained by contacting: Department of General Services, Office of Chief Counsel, 603 North Office Building, Harrisburg, PA 17125, Telephone No. (717) 783-6472 / FAX No. (717) 787-9138.
7. Contractor covenants that only persons legally present and able to work in the United States shall be employed in any capacity in the performance of this contract.
8. At the County's request, Contractor hereby agrees to provide statements to the County reflecting the work performed and materials supplied to date and the cost thereof.
9. The Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. The exclusive venue for any action and/or proceeding concerning, arising from, and/or relating to the Agreement shall be the state and federal courts located, respectively, within the Commonwealth of Pennsylvania, Delaware County and/or the United States District Court for the Eastern District of Pennsylvania. Each party hereto waives any and all objections to the foregoing designated jurisdiction(s), including without limitation those that may be based on the theory of an inconvenient forum.
10. The Contract for Service executed by the County and Contractor, and all attachments, forms the entire agreement between the parties and there are no other agreements, either written or oral, between them.

11. Any provision of the Agreement which is in violation of any State or Federal law or regulation shall be deemed amended to conform with such law or regulation, except that if such change would materially and substantially alter the obligations of the parties under the Agreement. Contractor acknowledges that the Agreement may be funded by grants from Federal or State sources, and Contractor agrees that it shall comply with all applicable requirements of any grant agreement.
12. Contractor shall maintain books, records, documents, correspondence, and other data pertaining to the costs and expenses of the Agreement (hereinafter referred to collectively as "the records"), to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement. The books and records shall be maintained in accordance with generally accepted accounting principles. Contractor agrees to require any permitted subcontractors to comply with the record keeping and retention requirements of this paragraph.
13. The Agreement may be amended only by a written instrument signed by both County and the Contractor.
14. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under the Agreement from either the County or the Contractor.
15. The Agreement shall be binding upon the successors, administrators and permitted assigns of Contractor.
16. All government and business information disclosed by County to Contractor in connection with the Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Contractor, or it was or later is rightfully developed or obtained by Contractor from independent sources free from any duty of confidentiality. County's confidential information shall be held in strict confidence by Contractor and shall not be used or disclosed by Contractor for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that County is given a reasonable opportunity to obtain a protective order at its cost and expense.
17. County may terminate the Agreement at any time without cause by giving thirty (30) days written notice to Contractor. County may terminate the Agreement immediately at any time by giving written notice of termination to Contractor and without prejudice to any other rights or remedies County may have, if Contractor breaches any of its material obligations under the Agreement and does not cure the breach within five (5) business days after Contractor's receipt of County's notice of the breach which notice shall specify in reasonable detail the nature of the breach.
18. The County may terminate the Agreement on five (5) business days' written notice if County Council determines that entering into the Agreement resulted in a violation of Section 6-12.D of the County's Administrative Code and imposes termination of the Agreement as a penalty for such violation. County Council may also require repayment to the County of any profit made by Contractor under the Agreement as a penalty for such violation. Contractor agrees to send County a written affidavit in reasonable detail calculating such profit within fifteen (15) days of written notice of the imposition of such penalty together with repayment of such profit.
19. Payment Provisions
 - A. After execution of the Agreement by Contractor and County, each month after receipt of Contractor's invoice with respect to Services performed in the prior month, County will pay Contractor amounts due Contractor under the Agreement. Contractor shall submit monthly invoices within thirty (30) days from the last day of the month within which the work is performed. The final invoice shall be submitted within forty-five (45) days of the Agreement's termination date. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Contractor shall be paid only for services acceptable to County. Contractor agrees to reimburse County for overpayments resulting from any reason,

including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

- B. County will pay Contractor undisputed amounts due under the Agreement within forty five (45) days of receipt of each invoice.

20. THE COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR INJURY OF ANY KIND IN CONNECTION WITH THE AGREEMENT.